INDIA NON JUDICIAL

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Government of Karnataka

Rs. 6,000

e-Stamp

Certificate No.	:	IN-KA07741100352586R
Certificate Issued Date	:	30-Sep-2019 01:01 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ YELAHANKA2/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08361358900935 87R
Purchased by	:	SMLP ASPHALT B B UMESHA
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION
Second Party	:	SMLP ASPHALT B B UMESHA
Stamp Duty Paid By	:	SMLP ASPHALT B B UMESHA
Stamp Duty Amount(Rs.)	:	6,000 (Six Thousand only)

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MAHAVEERA VEMANA SOUHARDA PATTINA SAHAKARI NIYAMITHA YELAHANKA

SMLP ASPHALT B B UMESHA IN-KA07741100352586R RS. 6,000 30-SEP-2019 01:01 PM

Please write or type below this line

AGREEMENT

Job code Amount: 582.00 lakhs **AGR/ No. EE/BTP/AG/ 118 /19-20**

This agreement made on this 17th day of October 2019 Between the **Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore.** (hereinafter called "the Employer") of the one part and **Sri B.B. Umesh, No 385/1, Near Anjeyana temple, Bettahalsur village & (P), Bangalore -562157** (hereinafter called "the Contractor") of the other part.

17/10

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION EXECUTIVE ENGINEER BYATARAYANAPURA GOVERNMENT OF KARNATAKA

Where as the Employer is desirous that the Contractor execute the work of Package-4, includes 7 works of Rs. 582.00 lakhs. 1) Improvements to roads and drains at Amruthahalli main road, Kariyanna layout and surrounding areas in ward no. 07. 2) Improvements to roads and drains at Bhadrappa layout, Balaji layout and surrounding area in ward no. 08. 3) Improvements to roads and drains in Kodigehalli colony, Maruthinagara, BB Nagar and surrounding area in ward no. 08. 4) Improvements to roads and drains at BEL layout, HMT layout, Rajivgandhi nagar (NTI), Thindlu and surrounding area in ward no. 09 5) Improvements to roads and drains in Thindlu colony, Narasipura layout, Kempegowdanagara and surrounding area in ward no. 09. 6) Improvements to roads and drains in Mutthurayaswamy layout, Doddabommasandra, Nanjappa layout and Chamundeshwari layout in ward no. 10. 7) Improvement to roads and drains in Kuvempunagara, Singapura, Ramachandrapura and surrounding area in ward no. 11. Indent No. **35390** (Hereinafter called the works") and the Employer has accepted the tender by the contractor for the execution and completion of such works and the remedying of any defects therein at a contract price of Rs. **5,78,39,908.80** (Rupees Five Crore Seventy Eight Lakh Thirty Nine Thousand Nine Hundred Eight and paise Eighty only) Which works out 14.65% Above **(Excluding GST) when compared to Current SR, 5% FSD amount of Rs. 3000000/- paid through BG No. 19909BG000051 Dt: 03.10.2019, Karnataka bank Ltd, Yelahanka New town branch Valid Till 01.10.2020.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
5. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
6. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply. Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92.
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data
   - v) Specifications;
   - vi) Drawings;
   - vii) Bill of quantities; and
   - viii) Any other document listed in the Contract Data as forming part of the contract.
7. The contractor shall complete the said work to the satisfaction of the BBMP within 8 Months from the date of entrustement of the work including monsoon period. Defect labiality of this work is 3 Years.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor B.S. _____

In the presence of :

Binding Signature of Employer:

Executive Engineer 17/10
Byatarayanapura Division,
B,B,M,P. Bangalore –92.

17/10